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IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

WELLS FARGO BANK, N.A., as Indenture)	Appeal from the Circuit Court
Trustee for the Registered Holders of IMH Assets)	of Cook County.
Corp., Collateralized Asset-backed Bonds, Series)	
2004-11,)	
)	No. 15 CH 8480
Plaintiff-Appellee,)	
)	
v.)	The Honorable
)	Michael J. Otto,
MOHAMMED AYOOB ALI; AYESHA ALI;)	Judge Presiding.
UNKNOWN HEIRS AND LEGATEES OF)	
MOHAMMED AYOOB ALI; UNKOWN HEIRS)	
AND LEGATEES OF AYESHA ALI;)	
UNKNOWN OWNERS AND NON RECORD)	
CLAIMANTS,)	
)	
Defendants)	
)	
(Mohammed Ayoob Ali, Defendant-Appellant).)	

JUSTICE PUCINSKI delivered the judgment of the court.
Presiding Justice Neville and Justice Hyman concurred in the judgment.

ORDER

¶ 1 *Held:* Trial court’s grant of summary judgment, judgment of foreclosure, and order approving sale affirmed where the appellant failed to present a sufficient record for review,

waived all of his contentions, and otherwise failed to demonstrate the existence of a genuine issue of material fact or grounds for vacating the order approving the sale.

¶ 2 In this mortgage foreclosure case, defendant Mohammed Ayoub Ali challenges the judgment of foreclosure and the order approving sale on numerous grounds. We conclude, however, that none of Ali's contentions warrant reversal.

¶ 3 BACKGROUND

¶ 4 The plaintiff, Wells Fargo Bank, N.A. ("Wells Fargo"), filed its "Complaint for Mortgage Foreclosure" in May 2015, alleging that, at that time, Ali had not made a payment on his residential mortgage loan since October 2005. Ali answered the complaint by claiming that he lacked sufficient information with which to admit or deny the allegations in the complaint. As affirmative defenses, Ali alleged that the property had been involved in a fraud case for the last 10 years and that the roof had collapsed and the insurance company had failed to make repairs.

¶ 5 Wells Fargo filed a motion for summary judgment on the basis that Ali's answer failed to raise any issues of material fact. Despite Ali's response to the motion for summary judgment, the trial court granted summary judgment in Wells Fargo's favor and entered a judgment of foreclosure against Ali. On December 14, 2016, the property was sold. Five days later, Wells Fargo brought a motion to have the sale approved. Ali objected, but the trial court entered an order approving the sale of the property. Ali then brought this timely *pro se* appeal.

¶ 6 ANALYSIS

¶ 7 On appeal, Ali makes numerous arguments as to why his loan should not have been foreclosed upon: (1) the trial court erred in not giving the property to Ali, not putting Ali in a government mortgage assistance program, and not forgiving Ali's loan; (2) the property was involved in a fraud case; (3) Ali's loan was part of a 2005 settlement between federal banking regulators and Bank of America, the regulators declared Ali's mortgage deficient, and Ali was

sent \$2,000.00 as part of the settlement; (4) Wells Fargo failed to repair damages to the property; and (5) Wells Fargo knew that Ali had a low income but gave him the loan anyway and then refused to give Ali a loan modification. Ali does not articulate whether each of these contentions is directed at the trial court's judgment of foreclosure or order approving sale. In any case, whether directed at the judgment of foreclosure or the order approving sale, Ali's arguments fail for a number of reasons.

¶ 8 First, many of these arguments were not raised by Ali in the trial court. Of the arguments identified above, the only ones raised by Ali in the trial court were that the property was involved in a fraud case, federal regulators had declared Ali's mortgage fraudulent and sent Ali \$2,000.00, and Wells Fargo had failed to make repairs to the property. The remaining arguments were not raised by Ali either in response to Wells Fargo's motion for summary judgment or in response to the motion to approve the sale and, instead, are raised for the first time on appeal. It is well established that issues not raised in the trial court are considered waived and cannot be raised for the first time on appeal. *Bowman v. Chicago Park District*, 2014 IL App (1st) 132122, ¶ 59. Accordingly, those contentions that Ali failed to raise in the trial court are waived.

¶ 9 Moreover, Ali's contentions are waived for his failure to explain how any of these arguments relate to or have any effect on the trial court's grant of summary judgment, entry of judgment of foreclosure, or sale approval. Ali also does not cite any authority in support of his contentions that would aid us in assessing whether any of his arguments should have precluded the trial court's actions. "The failure to assert a well-reasoned argument supported by legal authority is a violation of Supreme Court Rule 341(h)(7) [citation], resulting in waiver." *Sakellariadis v. Campbell*, 391 Ill. App. 3d 795, 804 (2009); see also *Fryzel v. Miller*, 2014 IL App (1st) 120597, ¶ 26 ("A party's status as a *pro se* litigant does not relieve him of his

obligation to comply with the appellate practice rules. [Citation.] While we acknowledge defendant's *pro se* status, we cannot excuse his failure to comply with the rules governing appellate procedures.”).

¶ 10 We also note that the exhibits that Ali refers to in his appellate brief and that he included in the appendix of his brief are not a part of the common law record on appeal. Ali also did not include in the record on appeal any reports of proceedings evidencing the presentation of these exhibits during a hearing, thus, we must assume that they were not presented to the trial court. See *Foutch v. O’Bryant*, 99 Ill. 2d 389, 391-92 (1984) (“[A]n appellant has the burden to present a sufficiently complete record of the proceedings at trial to support a claim of error, and *** [a]ny doubts which may arise from the incompleteness of the record will be resolved against the appellant.”). Because nothing in the record before us indicates that these exhibits were presented in the trial court, we cannot consider them on appeal. See *Owen Wagener & Co. v. U.S. Bank*, 297 Ill. App. 3d 1045, 1049-50 (1998) (refusing to consider on appeal three letters that were included in the appellant’s brief but were not included in the record on appeal).

¶ 11 Even if we were to put aside the issues of waiver and improper exhibits, Ali’s arguments—to the extent that we understand them—have no merit. Summary judgment is appropriate when the pleadings, depositions, affidavits, and admissions show that no genuine issue of material fact exists and that the movant is entitled to judgment as a matter of law. 735 ILCS 5/2-1005 (West 2016). Our review of the trial court’s grant of summary judgment is *de novo*. *Federal National Mortgage Association v. Kuipers*, 314 Ill. App. 3d 631, 634 (2000). As for the trial court’s order approving the sale of the property, we will disturb it only if the trial court abused its discretion. *Household Bank, FSB v. Lewis*, 229 Ill. 2d 173, 178 (2008). Once a property has been sold in a judicial sale and a motion to confirm that sale has been filed, the sale

may be set aside only if the objecting party demonstrates one of the four grounds listed in section 15-1508(b) of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1508(b) (West 2016)). *Wells Fargo Bank, N.A. v. McCluskey*, 2013 IL 115469, ¶ 18. The four grounds identified in section 15-1508(b) for declining to confirm the sale are: “(i) a notice required in accordance with subsection (c) of Section 15-1507 was not given, (ii) the terms of sale were unconscionable, (iii) the sale was conducted fraudulently, or (iv) justice was otherwise not done.” 735 ILCS 5/15-1508(b).

¶ 12 With respect to his first contention—that the trial court erred in not giving him the property, not putting him in a government mortgage assistance program, and not forgiving his loan—Ali has not demonstrated at any point that he was entitled to the property, that he qualified for an government program, or that the trial court possessed the power to forgive Ali’s loan on Wells Fargo’s behalf. In addition, Ali does not claim that this somehow created a genuine issue of material fact or satisfied section 15-1508(b).

¶ 13 As for Ali’s second argument—that the property at issue was involved in a fraud case—Ali has failed to demonstrate that the fraud case and the present foreclosure case are in any way related, such that the fraud case would prevent the foreclosure from occurring. Amongst the exhibits improperly included in the Ali’s appendix is the first page of a memorandum decision and order issued by the Tax and Miscellaneous Remedies Section of the Law Division of the Circuit Court of Cook County in *Azamiefakhrie v. Ali*, case number 03-CH-9386. That single page, however, does not identify the property at issue in the present case as being involved in that case, nor does it indicate the nature of the allegations involved in that fraud case. In addition to failing to demonstrate any relevance of the fraud case to the present case, Ali has made no

allegations that the fraud case created a genuine issue of material fact or satisfied section 15-1508(b), thereby precluding summary judgment or approval of the sale.

¶ 14 Ali's third argument—that his loan was part of a 2005 settlement between federal banking regulators and Bank of America, the regulators declared Ali's mortgage deficient, and Ali was sent \$2,000.00 as part of the settlement—is similarly without merit. Again, Ali fails to explain how these facts, even if true, preclude the proceedings in the present case, create a genuine issue of material fact, or satisfy section 15-1508(b). Ali has not presented anything to demonstrate a relationship between Bank of America—who is not a party to this case—and the mortgage loan at issue here. Thus, any settlement between Bank of America and federal regulators appears to be irrelevant to the present case. In addition, other than Ali's claim that federal regulators declared his mortgage deficient, Ali presented no evidence to that effect. Instead, Ali included in his appendix the first page of a letter he received enclosing his \$2,000.00 payment "in connection with an enforcement action related to deficient mortgage servicing and foreclosure processes." Nothing in that letter (at least that portion of the letter included in the appendix) indicates any determination on the validity or enforceability of the mortgage loan at issue on this case. Accordingly, we see no basis on which to reverse the trial court's judgment.

¶ 15 Finally, as to Ali's last two contentions—that Wells Fargo failed to repair damages to the property and that Wells Fargo gave Ali the mortgage loan despite knowing of his low income and then refused to modify the loan—Ali has failed to demonstrate that Wells Fargo had any obligation to either repair damages to the home, give him a mortgage loan only if he had a certain level of income, or provide him with a loan modification. He has also failed to demonstrate that even if Wells Fargo had such obligations, the failure to fulfill those obligations

meant that Wells Fargo could not foreclose on Ali's mortgage loan, created a genuine issue of material fact, or satisfied section 15-1508(b).

¶ 16 In sum, Ali has failed to present a sufficient record on which we may review his contentions on appeal, waived all of his contentions in one way or another, and, in any case, has failed to demonstrate the existence of a genuine issue of material fact defeating summary judgment or the existence of one of the factors identified in section 15-1508(b). Accordingly, the trial court's judgment must be affirmed.

¶ 17 CONCLUSION

¶ 18 For the foregoing reasons, the judgment of the Circuit Court of Cook County is affirmed.

¶ 19 Affirmed.